

3-0077

THIS BOOK DOES  
NOT CIRCULATE

*Basis  
Contract*

*Essex*

*11/75-12/31/76*

THIS AGREEMENT entered into by the Town of Montclair  
(hereinafter referred to as the "Town" or the "Employer") and  
Local 2296, Council 52, American Federation of State, County  
and Municipal Employees, AFL-CIO (hereinafter referred to as  
"Union"), has as its purpose the promotion of harmonious  
relations between the Employer and the Union; the establishment  
of an equitable and peaceful procedure for the resolution of  
differences; and the establishment of rates of pay, hours of  
work and other conditions of employment.

#### ARTICLE I

#### RECOGNITION

The Employer recognizes the Union as the sole and exclusive  
bargaining agent for the purpose of negotiating wages, hours and  
other conditions of employment for:

1. All hourly paid employees in the Department of Public  
Works consisting of hourly refuse laborers, hourly refuse  
chauffeurs, hourly street and sewer workers, hourly shop  
workers, hourly traffic workers, junior water distribution  
mechanics, senior water distribution mechanics, station  
operators, custodian operators and maintenance mechanics.

LIBRARY  
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Labor Relations

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## ARTICLE II

### SENIORITY

#### Section 1.

A new employee shall be deemed probationary for a period of sixty (60) calendar days, and not less than forty-five (45) working days, from the date of his employment, and during such period he shall be subject to termination for any reason.

The seniority of an employee who remains in the employment of the Town for more than the probationary period shall date from the date of his employment, and shall be by seniority group.

The following are the seniority groups:

- (a) Water - hourly employees
- (b) Refuse and streets and sewers
- (c) Hourly shop

Within a seniority group the junior employee shall be the first to be laid off when a reduction in work force is necessary. A laid off employee shall be called back to work in accordance with his group seniority.

An employee may assert his seniority in lieu of lay-off to bump a junior employee in his seniority group, provided he is then qualified to perform the work of such junior employee.

## Section 2. Promotions

Whenever a job vacancy occurs the person with the greatest group seniority then qualified to perform the job shall be promoted to fill such vacancy.

For the purpose of implementing this section, the Employer shall post for bid in the seniority group concerned and on a group basis, all permanent job vacancies which shall be deemed to include vacancies created by authorized leaves of absence for an extended period of time. Each such posting shall be for a period of five (5) successive working days; and the Employer may fill the job by assignment on a temporary basis until permanently filled under this section. The bid sheet shall state the job title, rate of pay and brief description of duties. Failure to bid on any posted job shall constitute a waiver.

If the Town is unable to fill the job in accordance with the bidding and qualification provisions of this section, it shall post the job in other seniority groups for a period of three (3) successive working days and shall consider any qualified applicant from another seniority group before it fills the job by assignment or outside hire.

## Section 3.

The Town shall furnish the Union a seniority list which

shall be posted on the bulletin board for a period of thirty (30) days. Any complaint with respect to an employee's seniority date as listed, shall be made in writing to the Town and upon verification, an appropriate correction shall be made. Any complaint which cannot be adjusted by negotiation shall be subject to the grievance procedure. Unless a written complaint is filed with the Town within thirty (30) days of the publication of the list, each employee's seniority shall be deemed correct as set forth on the list. Thereafter, from time to time, the Employer shall provide the Union with an up-to-date seniority list.

### ARTICLE III

#### UNION BUSINESS

##### Section 1.

Subject to law, the Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Town by the treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the 15th of the current month after such deductions are made.

##### Section 2.

The Union agrees that it will indemnify and save harmless

the Employer against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the Union under this Article.

Section 3.

The Town shall recognize and deal with those shop stewards and grievance committee members designated by the Union through its internal processes in each department.

ARTICLE IV

MOVEMENT OF PERSONNEL

Section 1.

The Town agrees to furnish to the Union copies of job descriptions which shall set forth the duties and responsibilities of each job covered by this Agreement provided, however, the Union agrees that nothing contained in this Article or any provision of the Agreement shall restrict the right of the Town to assign employees to perform work as needed.

Section 2.

An employee transferred for any period of time to a title other than his regularly assigned title for the convenience of the Town shall receive the rate of his regular title or the rate of the title to which he is assigned, whichever is higher.

Employees going on vacation shall be paid their vacation pay before leaving on vacation, provided a request for such payment

is made ten (10) days in advance.

## ARTICLE V

### HOURS OF WORK

#### Section 1.

than  
An employee required to work more/forty (40) hours in any one week shall be paid for all time worked in excess thereof at the rate of time and one-half (1 1/2) their regular rate of pay.

#### Section 2.

Except with respect to snow and leaf removal, overtime opportunities shall be distributed by seniority groups and job title as equitably as possible among the employees covered by the Agreement consistent with the needs of the Employer. Overtime records shall be maintained by the various departments and adjustments as to any inequities in the distribution posted every three (3) months. Existing practice with respect to the assignment of work relating to snow or leaf removal shall continue.

#### Section 3.

Employees called into work prior to or after their regular shift to correct emergency conditions shall be paid a minimum of four (4) hours and compensated for all work performed other than on their regular shift hours at the rate of time and one-half ( 1 1/2) their regular rate of pay. This section shall not apply to employees of the Water Bureau.

#### Section 4.

Employees shall work overtime when requested to do so unless excused. Failure of an employee to accept an overtime opportunity whether excused or not shall result in the employee being charged with the overtime hours on the overtime distribution records.

#### Section 5.

An employee required to work on a seventh consecutive day shall be paid for all hours worked at two (2) times their regular rate of pay.

An employee required to work on a holiday shall receive time and one-half (1 1/2) for hours worked in addition to his holiday pay.

#### Section 6.

If a paid holiday occurs during an employee's vacation he shall receive an additional day's vacation.

#### Section 7.

There shall be no duplication in the payment of overtime or premium day pay.

#### Section 8.

There shall be a rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon, an aggregate of thirty (30) minutes.

## ARTICLE VI

### JOB CONDITION

#### Section 1.

Union activities shall be conducted in such a manner so as not to disrupt operations.

The Union shall notify the Town of the names of current Union officials and stewards responsible for processing grievances. Grievance meetings shall be scheduled by mutual agreement. An employee who is required to attend such meeting shall not have his pay suspended.

Upon ten (10) days advance written request by the Union, authorized representatives selected by the Union shall be excused from work with pay to attend conventions, labor forums and workshops; but said excused absences shall be limited to nine (9) days per year for a two (2) year period for a total of eighteen (18) days, with a carryover of accumulated days up to fourteen (14) days for the two year period. Second year shall be limited to a maximum of fourteen (14) days including the unused days from the first year. There shall be no carryover days beyond the two year period.

#### Section 2.

The Town shall continue its existing practice with respect to time allowed to wash and put tools away.



Section 3.

The Town shall continue its existing practice with respect to uniform allowance to employees which is that one-half (1/2) the cost of uniforms, excluding shoes but including raingear, will be paid by the Town.

ARTICLE VII

HOLIDAYS

The following holidays are recognized by the Town as paid holidays:

New Year's Day  
Washington's Birthday  
Lincoln's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Election Day  
Thanksgiving Day  
Christmas Day

Consistent with the needs of the Employer, the parties agree that the hourly employees in the Department of Public Works may be given the following paid holidays off:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

A paid holiday not worked shall be considered as a day

worked and shall be credited as eight (8) hours worked whenever an employee works on the sixth (6th) day of the week in which said paid holiday occurs.

An employee required to work on a holiday shall receive time and one-half (1 1/2) for hours worked plus his holiday pay as specified in Article V, Section 5.

In order to receive holiday pay, an employee shall work the day before and the day after the holiday except that employees whose work week begins on a holiday shall work the day after the holiday and employees whose work week ends on a holiday shall work the day before the holiday. Absence for illness on any such day shall require a doctor's certificate.

## ARTICLE VIII

### WAGES

#### Section 1.

Effective January 1, 1975 all salaried and hourly paid employees in the Department of Public Works who are covered by this Agreement shall receive a wage increase of 5% per hour to be added to his regular rate of pay, and an additional 5% effective January 1, 1976.

It is further agreed that all hourly employees in the Department of Public Works, employed by the Town for more than six (6) months shall receive not less than \$3.99 per hour for the year

1975 and \$4.19 per hour for the year 1976.

Effective January 1, 1975 each employee who shall have been an employee of the Town for a continuous period of five (5) years, in addition to his regular rate of pay, shall receive service incremental pay from and after the anniversary date of his employment which shall be based upon the total number of years of his service as an employee of the Town as follows:

After five years but less than ten years	1% of his salary
After ten years but less than fifteen years	2% of his salary
After fifteen years but less than twenty years	3% of his salary
After twenty years but less than twenty-five years	4% of his salary
After twenty-five years or more	5% of his salary

For the purpose of this section any interruption in the service of an employee by reason of his service in the armed forces of the United States of America shall not be deemed to be an interruption of such continuous service, except that the time during which such member shall be away on leave for such service shall not be counted in computing the total number of years of service as a regular member.

## Section 2.

The Town shall provide and pay the cost of employee

coverage for Blue Cross and Blue Shield with Rider J and will continue its existing major medical insurance coverage for employee and dependents.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### Section 1.

A grievance is defined as a bona fide dispute as to the interpretation or application (or violation) of any provision of this Agreement or policy or administrative decision of the Town.

##### Step 1

An employee with a complaint and/or his steward who has a complaint or grievance shall within five (5) days of the occurrence which gives rise to the grievance or complaint discuss the matter with his foreman or supervisor as may be appropriate. In this discussion the persons involved shall make an earnest effort to resolve the matter. The foreman or supervisor shall make whatever additional investigation is necessary and shall within three (3) days of presentation of the complaint or grievance give his answer.

##### Step 2

If a grievance is not resolved at Step 1, it shall then be reduced to writing. The employee and/or his steward shall within five (5) days of receipt of the answer in Step 1, submit

the written grievance to the superintendent or his designated representative who in turn shall submit to the Union and employee a written answer within ten (10) working days of presentation of complaint in Step 2.

Step 3.

If the complaint is not resolved in Step 2, it may be appealed in writing within ten (10) working days after receipt of the answer in Step 2, to the Town attorney or his designated representative. Upon receipt of such appeal a meeting shall be scheduled within ten (10) days of receipt of the appeal unless extended by mutual agreement. The meeting to consider Step 3 grievances shall allow the employee and/or his Union representative to discuss the grievance. The decision of the Town attorney or his designated representative shall be made not later than ten (10) working days after the Step 3 meeting.

Section 2

An employee's grievance will be considered settled upon his written request or when the complainant ceases to be a regular hourly employee of the Public Works Department of the Town of Montclair by resignation or when the time limits to appeal to the next step expire. If the Town of Montclair fails to answer before the prescribed time limits, the grievance will automatically go to the next step.

### Section 3

In the event a bona fide grievance which relates to an alleged dispute concerning the interpretation, application, or violation of any express provision of this Agreement is not settled in the grievance procedure, the Union may, within five (5) days of receipt of the Step 3 answer, request in writing the Town submit the grievance to arbitration under the procedures of the American Arbitration Association. The Town will consider such request but arbitration of any dispute will depend upon a case by case consent of the parties.

### ARTICLE X

#### PAID LEAVE

### Section 1

Sick leave, leave for family illness or death, and vacations shall be continued as provided in Town ordinances or resolutions which, either enacted or to be enacted, to the extent they apply to the employees in this bargaining unit, are by reference incorporated herein.

A paid sick leave day will be counted as hours worked during normally scheduled work week.

The Town of Montclair ordinance relating to vacations shall be amended to provide as follows:

one year through five years	10 days
six years through nine years	12 days
ten years through nineteen years	15 days
twenty years and thereafter	20 days

Existing procedures as to scheduling of vacation time shall be continued.

## Section 2

In addition to the sick leave policy heretofore established for hourly employees in the Public Works Department, the parties agree to establish a "sick leave bank" only for those employees described in Article I, paragraph 1, which shall consist of a credit of two (2) additional sick days per man per year. It is understood and agreed by and between the parties that the additional credit of sick days for purposes of the "sick leave bank" shall be cumulative up to 50% of the unused portion to a maximum of two (2) days multiplied by the number of employees covered hereunder.

The purpose of the "sick leave bank" is to protect employees covered by this Agreement in the event of major illness requiring an extended leave of absence from work.

It is understood and agreed that the sick leave benefits provided by the Town to each individual employee shall be used first in the event of illness prior to any use of time from the "sick leave bank."

It is further agreed that a joint labor-management committee shall be established consisting of three (3) representatives from the Union and three (3) representatives from the Town for the purpose of administering the granting of additional sick leave from the "sick leave bank."

## ARTICLE IX

### DISCIPLINE

#### Section 1

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (nature to be given in writing) and discharge.

#### Section 2

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

## ARTICLE XII

### SAFETY AND HEALTH

The Town shall at all times maintain safe and healthful working conditions and will make available to employees any wearing apparel, tools or devices needed in order to insure their safety and health.

A safety committee shall be designated with rotating chairmanship between the Town representative and a Union representative yearly. The committee shall have two (2) members each from the Town and the Union.



ARTICLE XIII

SAVINGS CLAUSE

In the event any provision of this Agreement shall conflict with any applicable State or Municipal Law, regulation, ordinance or resolution, the appropriate provision or provisions of this Agreement shall be deemed amended or modified to conform to such State or Municipal Law, regulation, ordinance or resolution.

ARTICLE XIV

TERMINATION

This Agreement shall be effective as of the first day of January, 1975, and shall remain in full force and effect until December 31, 1976, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have set their hands  
this 23<sup>rd</sup> day of January, 1976

ATTEST:

Constance B. Arnett

Witness:

Raymond A. [unclear]

TOWN OF MONTCLAIR, IN THE COUNTY OF  
ESSEX

By [Signature]

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO,  
LOCAL 2295, COUNCIL 52.

By [Signature]

[Signature]  
Local 2295 Council 52